IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA CHARLESTON DIVISION IN ADMIRALTY

Carver Stevedoring Services, Inc.,))
Plaintiff,)
vs.)Civil Action 2:20-cv-01344-DCN
)
M/V NAVIOS CHRISTINE B (IMO No. 9496238), her engines, boilers, tackle, appurtenances, etc., in rem, and Imba maritime, S.A., Coasters Ventures, Ltd., and Navios Maritime Partners, L.P., in personam,	
•)
Defendants.)
)
) (NON-JURY)

AFFIDAVIT OF SUBSTITUTE CUSTODIAN

PERSONALLY APPEARED, George J. McHugh, who, first being duly sworn, deposes and says as follows:

- 1. My name is George J. McHugh and I am a citizen of South Carolina and a resident of Berkeley County.
- 2. I am general manager for Carver Maritime, LLC ("Carver Maritime"), 1400 Pierside Street, Building 190, Suite D, North Charleston, South Carolina 29405.
- 3. Carver Maritime maintains wharf and marine facilities in North Charleston and is engaged in stevedoring, wharfage, and similar marine businesses in multiple United States ports.
- 4. Carver Maritime employs persons familiar with ships and

- maritime equipment, including vessels similar to the Defendant vessel herein.
- 5. Carver Maritime is familiar with the sources of and procedures for contracting for maritime facilities, ship bunkering services, and other necessaries for vessels in the port of Charleston.
- 6. Carver Maritime agrees to be appointed by this Honorable Court as Substitute Custodian of the Defendant vessel.
- 7. Carver Maritime will accept custody of the Defendant vessel from the United States Marshal and/or the United States District Court and will safeguard such vessel, from tender until further Order of this Honorable Court, in consideration of a custodian's fee of \$800.00 per day or part thereof, plus reasonable expenses for dockage, guard service, and all other expenses directly related to said custody.
- 8. During custody of the vessel, it is understood that Plaintiff will advance premiums for the following insurance coverages, issued through the U.S. Marshal's policy with Johnson & Higgins of California:
 - a. Legal liability port risk hull and machinery (including P & I), naming the United States of America and the United States Marshal Service as assureds in the amount of \$1,000,000 for each risk covered; and
 - b. Legal liability port risk hull and machinery (including P & I), naming the Substitute Custodian as an assured in the amount of \$1,000,000 for each risk covered.

- 9. Carver Maritime will indemnify, defend, and hold harmless the U.S. Marshals Service with respect to any vicarious liability because of damage to or from vessel during the affiant's custody of vessel.
- 10. Carver Maritime will provide the services described above and will await sale or release of the said vessel or termination of the litigation, as this Honorable Court may order, for compensation and reimbursement of costs advanced, as in custodia legis costs.
- 11. The above statements are true and correct under penalty of perjury.

CARVER MARITIME, LLC

George J. McHugh,

General Manager

RESPECTFULLY SUBMITTED BY:

COOPER & BILBREY, P.C.

By: s/ Albert Bilbrey, Jr.

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ATTORNEYS FOR PLAINTIFF, CARVER STEVEDORING SEVICES, INC.

April 7, 2020 Mount Pleasant, South Carolina